

LAW OFFICE OF CHRISTIAN R. HARRIS

Christian R. Harris (WV SBN 7170)
128 East 2nd Avenue
Williamson, West Virginia 25661
Telephone: (304) 235-2131
Facsimile: (304) 235-2132

SCHULZ & SCHULZ, P. C.

Harry J. Schulz, III (CA SBN 205625)
310 N. Harborth Avenue
P.O. Box 580
Three Rivers, TX 78071
Telephone: (361) 786-2545
Facsimile: (361) 786-2543

Attorneys for Plaintiff and Counter-Defendant
First National Bank of Williamson

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA

FIRST NATIONAL BANK OF
WILLIAMSON, a chartered U.S.
national bank,

Plaintiff,

v.

ST. PAUL MERCURY INSURANCE
COMPANY, a Connecticut insurance
company,

Defendant.

Case No. 2:18-cv-00900

**STIPULATION AND REQUEST
FOR DISMISSAL WITHOUT
PREJUDICE**

Judge: Hon. John T. Copenhaver, Jr.
Courtroom: 6009 Robert C. Byrd
United States Courthouse

1 ST. PAUL MERCURY INSURANCE)
2 COMPANY, a Connecticut insurance)
3 company,)

4 Counterclaimant,)

5 v.)

6 FIRST NATIONAL BANK OF)
7 WILLIAMSON, a chartered U.S.)
8 national bank,)

9 Counter-Defendant.)
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 **IT IS HEREBY STIPULATED AND AGREED TO** among Plaintiff and
2 Counterdefendant, First National Bank of Williamson (“FNB”), and Defendant and
3 Counterclaimant, St. Paul Mercury Insurance Company (“St. Paul”), through their
4 designated counsel, that: (a) pursuant to FRCP 41(a), the Complaint and the
5 Counterclaim in the captioned matter be, and hereby are, dismissed without
6 prejudice as to all claims; (b) no award of attorneys’ fees or costs, or of expert fees
7 or costs is made in favor of either FNB or St. Paul in this matter; and (c) the Court
8 shall retain continuing exclusive jurisdiction to enforce the terms of the Contingent
9 Settlement Agreement and Mutual Release.

10 IT IS SO STIPULATED.

11 Dated: February 25, 2019

Respectfully submitted,

SCHULZ & SCHULZ, P.C.

12
13
14
15 By: /s/ Harry J. Schulz, III
16 Harry J. Schulz, III
17 Attorneys for Plaintiff and
18 Counterdefendant
First National Bank of Williamson

19 Dated: February 25, 2019

LOSS, JUDGE & WARD, LLP

20
21 By: /s/ Thomas J. Judge
22 Thomas J. Judge
23 Attorneys for Defendant and
24 Counterclaimant St. Paul Mercury
25 Insurance Company
26
27
28

ATTESTATION

Pursuant to Civil Local Rule 5-4.3.4(a)(2)(i) regarding signatures, I attest that concurrence in the filing of this document has been obtained from the other signatories.

Dated: February 25, 2019

SCHULZ & SCHULZ, P.C.

By: /s/ Harry J. Schulz, III

Harry J. Schulz, III
Attorneys for Plaintiff and
Counterdefendant
First National Bank of Williamson